# CONTRACTED VENDOR HEALTHCARE – CONTRACTED VENDOR STUDENT HEALTH CENTER AGREEMENT

This Student Health Center Agreement ("Agreement") made and entered into the 1st day of January 2019 by and between Chabot-Las Positas Community College District ("College District") and Tiburcio Vasquez Health Center, Inc. ("Contracted Vendor Health Agency").

#### **RECITALS**

WHEREAS, Chabot-Las Positas Community College District is a public institution of higher education. It is comprised of two college campuses. This Agreement is only effective for the college campus identified as Chabot College ("Chabot") located at 25555 Hesperian Blvd., Hayward, California (the "Campus");

WHEREAS, Chabot wishes to establish and operate a health care center on its Campus to provide health care services including non-emergency medical care, health care guidance, medical referral services, and preventive health care services to its students (the "Health Center");

WHEREAS, Contracted Vendor Health Agency is the owner and operator of a licensed health services organization;

WHEREAS, Chabot wishes to engage the specialized skills and knowledge of Contracted Vendor Health Agency such as personnel, administrative and other support services described below to assist Chabot in the successful operation of the Health Center and the delivery of health care services to its students;

WHEREAS, Contracted Vendor Health Agency, and Chabot have determined that both their missions can be achieved more effectively through mutually beneficial relationship that links together the unique capabilities of each party;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Chabot and Contracted Vendor Health Agency hereby agree as follows:

# **ARTICLE 1. HEALTH CENTER FACILITY OPERATIONS**

- 1.01. <u>Services:</u> The Health Center shall provide to the students of Chabot the following services (referred to hereinafter collectively as "Health Center Services"). Health Center Services refers exclusively to:
  - A. Non-emergency care of mild acute infections, minor injuries and illnesses ("Primary Care Services") including evaluation, treatment, prescription, and distribution of over the counter medications during posted office hours, insofar as such Primary Care Services may be provided within the scope of practice of a Nurse Practitioner.
  - B. Screening and referral services to local health care providers, physicians, therapists, and other health care professionals where necessary and appropriate. Students may be referred to their established health providers or personal physicians, where appropriate.

- C. Preventative health information and screening, including but not limited to: blood pressure screening, smoking cessation program, substance abuse information, tuberculosis screening, cholesterol screening, AIDS, HIV, and STDs.
- D. Provide health education, prevention information, materials and programs.
- E. Low cost services for: pregnancy testing (on site), immunizations (on site), flu shots (on site), TB testing (on site), lab work (off site 3 locations to be distributed to student at time of referral).

# 1.02 Facility Operations

- A. The Health Center shall be under the overall direction and supervision of a medical director, who shall be a licensed physician qualified to practice medicine in the State of California. The Contracted Vendor Health Agency shall use its best efforts to staff the Health Center during all hours of operation with a Nurse Practitioner or Physician Assistant qualified to provide Primary Care Services and other Health Center Services. In the event a nurse practitioner is unavailable, Contracted Vendor Health Agency shall keep the Health Center open to make appointments.
- B. Hours of operation for the Health Center shall be a minimum of **forty (40)** hours per week including evening hours during the regular scheduled academic calendar on a regular and posted schedule. Depending upon the needs of the clinic, the hours may be changed by mutual agreement of the parties.
- C. The Health Center shall serve students enrolled at Chabot and shall provide health care services to the local community as required by its status as a Federally Qualified Health Provider.

# ARTICLE 2. CONTRACTED VENDOR HEALTH AGENCY SERVICES

- 2.01 Medical Director: Contracted Vendor Health Agency shall provide the services of a physician to serve as the "Medical Director" of the Health Center. The Medical Director shall not be required to be on-site at any particular time or times. If the Medical Director is terminated or resigns, Contracted Vendor Health Agency shall provide an interim Medical Director qualified with the same criteria as the previous Medical Director. The Medical Director's duties shall include, but shall not be limited to, supervising all Health Center Services, developing performance standards for Health Center personnel to ensure quality patient care, assuring that Primary Care Services are available at the Health Center during all hours of operation, and approving referrals of Health Center patients to other health care professionals as appropriate. At all times during the term of this Agreement, the Medical Director shall be duly licensed and qualified to practice medicine in the State of California and a member in good standing on the Medical Staff of Contracted Vendor Health. The duties of the Medical Director pursuant to this Section may be performed by a designee of the Medical Director. At no time will the Medical Director, designee, or other personnel under this Agreement be considered employees of the College District.
- 2.02 Non-Physician Personnel: Contracted Vendor Health Agency shall staff the clinic with: 1.0 FTE Nurse Practitioner(NP) or Physician Assistant (PA), 1.0 FTE Medical Assistant (MA), and 1.0 FTE Office Assistant, at Contracted Vendor Health Agency's sole expense. All non-physician personnel shall be

licensed and/or certificated as required, and shall only provide services within the scope of such license or certification.

At no time shall any non-physician personnel supplied by Contracted Vendor Health Agency be considered employees of the College District. However, the Contracted Vendor Health Agency Nurse Practitioner or Physician Assistant will be invited to attend and participate in any relevant Chabot College meetings.

Contracted Vendor Health Agency will require all non-physician personnel supplied under this Agreement to abide by the College District's Board Policies and Administrative Procedures to the extent such policies and procedures do not conflict with the policies and procedures of Contracted Vendor Health Agency.

- 2.03 <u>Supplies and Equipment:</u> Contracted Vendor Health Agency shall furnish the Health Center with such equipment and supplies as are necessary for the provision of Health Center Services. Contracted Vendor Health Agency shall maintain all equipment in good order. If Contracted Vendor Health Agency purchases initial capital equipment (e.g., examination table, chairs, file cabinets, etc.), repayment of the total cost of equipment (and the cost of replacing equipment which becomes worn out or obsolete, subject to review and approval by Chabot) will be repaid to Contracted Vendor Health Agency. Contracted Vendor Health Agency shall consult with Chabot from time to time regarding the performance of its objections pursuant to this Section. It is understood when Contracted Vendor Health Agency has been reimbursed for initial capital equipment and/or replacement equipment, said equipment will belong to the College District. If Contract Vendor Health Agency purchases equipment and supplies and is not reimbursed for said purchases, the equipment and supplies purchased will belong to Contracted Provider Vendor Health Agency.
- 2.04 Other Services: Contracted Vendor Health Agency shall provide the services of its departments, including but not limited to personnel, accounting, marketing, purchasing and medical records as necessary for the management of its own personnel and the provision of clinical services in the operation of the Health Center.
- 2.05 Reports and Records: Contracted Vendor Health Agency shall prepare written records and reports of Health Center Services performed herein. Contracted Vendor Health Agency shall also prepare records and reports documenting all costs incurred by Contracted Vendor Health Agency in providing services hereunder. Subject to all applicable Federal and State privacy laws and regulations, such reports shall be provided to Chabot within a reasonable time from Chabot' request.
- 2.06 <u>Waste Disposal:</u> The disposal of medical or hazardous waste and normal office operation related trash generated by Contracted Vendor Health Agency shall be the sole responsibility of Chabot and shall be disposed of in accordance with all applicable laws. Chabot hereby agrees to indemnify, defend and hold harmless Contracted Vendor Health Agency and its governing board, directors,

- officers, and employees from any claim, liability, loss, or expense, including reasonable attorney's fees and costs and expenses of litigation, related to the disposal of medical or hazardous waste.
- 2.07 <a href="Physician Referral">Physician Referral</a>: Contracted Vendor Health Agency may refer Chabot students who need more extensive medical care than is provided at the Health Center, but do not have an established relationship with a physician or other appropriate health care provider, to local physicians available to provide professional medical services. Students may but are not required to use the services of the referral physician.

# **ARTICLE 3. CHABOT COLLEGE DUTIES**

- 3.01 Operation: Chabot shall have overall responsibility and administrative control with respect to all aspects of the operation of Health Center except for those responsibilities directly related to the provision of Health Care Services. Chabot shall consult with Contracted Vendor Health Agency concerning the administrative operation of the Health Center.
- 3.02 <u>Health Center Space and Parking:</u> Chabot shall, at its expense, provide all improvements, furniture, furnishings, equipment and supplies (other than the equipment and supplies to be furnished by Contracted Vendor Health Agency under section 2.03), and furnish space, desks, exam tables, file cabinets, window coverings, floor coverings, and utility hookups that are adequate to provide Health Center Services to students and which are acceptable to Contracted Vendor Health Agency. Said space is hereinafter referred to as "Health Center Space". The Health Center Space shall be used exclusively for the operation of the Health Center. Chabot shall maintain the Health Center Space in good maintenance and repair and in clean and sanitary condition.

Chabot shall, at its expense, provide non-reserved temporary parking spaces for Contracted Vendor Health Agency professional staff while they are working in the Health Center.

On the last day of the term hereof, or on any sooner termination, Contracted Vendor Health Agency shall surrender the Health Center Space to Chabot in the same condition as received, ordinary wear and tear excepted, but clean and free of debris. Any damage or deterioration of the Health Center Space shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Contracted Vendor Health Agency. Except as otherwise stated in this Agreement, Contracted Vendor Health Agency shall leave the air lines, power panels, electrical distribution, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Health Center Space and in good operating condition.

3.03 <u>Alterations and Additions:</u> Contracted Vendor Health Agency shall not, without Chabot's prior written consent make any alterations, improvements, additions, utility installations or repairs in, on or about the Health Center Space or other College Property. Any alterations, improvements, additions, or utility installations in or about the Health Center or other Chabot's property that Contracted Vendor Health Agency shall desire to make shall be presented to Chabot in written

form, with proposed detailed plans, as-built plans and specification for any alterations, improvements, additions or utility installations.

If Chabot gives its consent to Contracted Vendor Health Agency making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon Contracted Vendor Health Agency acquiring all necessary permits to do so from the applicable governmental agencies, furnishing a copy thereof to Chabot's administration prior to the commencement of the work, and compliance by Contracted Vendor Health Agency with all conditions of said permit in a prompt and expeditious manner.

As used in this Section, the term "Utility Installation" shall mean carpeting, window and wall coverings, power panels, electrical distribution, lighting fixtures, air conditioning, plumbing, and telephone and telecommunications wiring and equipment. At the expiration of the Agreement, Chabot may require the removal of any or all of said alterations, improvements, additions or utility installations, and the restoration of the Health Center and Chabot Property, to their prior condition, at Contracted Vendor Health Agency's expense.

- 3.04 <u>Chabot Expenses:</u> Chabot will provide Contracted Vendor Health Agency with reasonable postage for activities and/or mailings that are specifically related to the services at the Health Center, reasonable student help, reasonable telephone charges, janitorial services, Internet service, and reasonable utilities. Contracted Vendor Health Agency shall have reasonable access to the Chabot print center and program facilities for Health Center Services related matters only.
- 3.05 Non-Reimbursable Expenses: All other expenses incurred by Contracted Vendor Health Agency in the course of providing services in accordance with this Agreement shall be the sole responsibility of Contracted Vendor Health Agency, unless expressly provided for in this Agreement.
- 3.06 <u>Eligibility:</u> Chabot shall provide Contracted Vendor Health Agency with such information as Contracted Vendor Health Agency may reasonably request in order to determine the eligibility of individuals for services under this Agreement, and to facilitate the provision of such services.

# ARTICLE 4. BUDGET DEVELOPMENT AND DISBURSEMENTS

- 4.01 <u>Annual Budget:</u> Contracted Vendor Health Agency and Chabot will develop an annual budget projecting revenue and expenses in accordance with the Chabot Budget Calendar. The current budget is attached hereto as Exhibit "A" and incorporated herein by reference.
- 4.02 <u>Contracted Visits</u>: Chabot shall pay Contracted Vendor Health Agency the contracted amount of \$405,000.00 for the first 2500 Chabot student visits. Any additional visits over the initial 2500 Chabot student visits shall be billed to Chabot at a rate of \$160.00/per visit. Any Chabot student visits billed to Medi-Cal shall not be counted towards or deducted from the initial 2500 visits.
- 4.03 <u>Disbursements to Contracted Vendor Health Agency</u>: Chabot shall make payments to Contracted Vendor Health Agency on or before the Fifteenth (15th) day of May 2019 in the amount of \$202,500 and the Fifteenth (15th) day of November 2019 in the amount of \$202,500 plus the

payments to be made pursuant to Sections 2.03 and 3.04. Any mutually agreed upon budgeted adjustments to cover increased expenses or new expenditures shall be made prior to the close of the College fiscal year on June 30th. All mutually agreed upon budget adjustments shall be in writing.

The disbursement as provided in this Section and Sections 2.03 and 3.04 shall constitute Contracted Vendor Health Agency's total right to remuneration from Chabot for services performed by Contracted Vendor Health Agency and its participants assigned to the Health Center under this Agreement, and shall include all payment for Contracted Vendor Health Agency's costs, including wages or salaries owed to Contracted Vendor Health Agency participants, statutory coverages (e.g., workers' compensation insurance, unemployment insurance, FICA, and the like), fringe benefits, administrative and clerical support, insurance, overhead, and all other expenses and expenditures, including applicable sales, use, employment related, or other taxes.

#### **ARTICLE 5. INSURANCE**

5.01 Contracted Vendor Health Agency Insurance: Contracted Vendor Health Agency, in connection with its performance under this Agreement, shall maintain throughout the entire term of this Agreement commercial general liability and professional liability insurance or a program of self-insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, including contractual liability insurance covering assumption of liability under this Agreement at a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence (combined single limit). Contracted Vendor Health Agency shall name Chabot-Las Positas Community College District as an additional insured. Coverage shall be limited to acts or omissions by Contracted Vendor Health Agency staff.

However, if such insurance is written on a commercial claims-made form, following the termination of this Agreement, an extended reporting period endorsement extending coverage after the cancellation or termination of the claims-made policy (also known as "tail coverage") shall be provided for a period of no less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement. Contracted Vendor Health Agency shall provide to Chabot written documentation evidencing such insurance coverage prior to the effective date of this Agreement.

Contracted Vendor Health Agency will maintain comprehensive property insurance on its own equipment used at the Chabot campus.

5.02 <u>Chabot College Insurance</u>: Chabot, in connection with its performance under this Agreement, shall maintain throughout the entire term of this agreement commercial general liability insurance or a program of self-insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, including contractual liability insurance covering assumption of liability under this Agreement at a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence (combined single limit). However, if such insurance is written on a commercial claims-made form, following the termination of this Agreement, an

extended reporting period endorsement extending coverage after the cancellation or termination of the claims-made policy (also known as "tail coverage") shall be provided for a period of no less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement. Chabot-Las Positas Community College District shall name Contracted Vendor Health Agency as an additional insured. Coverage shall be limited to acts or omissions by Chabot-Las Positas Community College District. Chabot shall provide to Contracted Vendor Health Agency written documentation evidencing such insurance coverage prior to the effective date of this Agreement. Chabot will maintain comprehensive property insurance on its own building and equipment.

# 5.03 Both Parties Insurance: Both parties to this Agreement will carry the following coverage:

- A. Worker's compensation insurance or an equivalent program of self-insurance, as required under California State Law for their own employees.
- B. Business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned and hired automobiles included) with a combined single limit of no less than One Million Dollars (\$1,000,000.00) per occurrence, if applicable.
- 5.04 <u>Medical Director Insurance</u>: Contracted Vendor Health Agency will provide the Medical Director with professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

# **ARTICLE 6. TERM AND TERMINATION**

6.01 <u>Term</u>: This Agreement shall commence on January 1, 2019 and remain in full force and effect until December 31, 2019, unless terminated as set forth in Sections 6.02 or 6.03. Thereafter, this Agreement will automatically renew for a one-year period, on an annual basis, after a thirty (30) day review period in which either party may terminate the Agreement upon written notice.

# 6.02. Termination:

- A. Either party may terminate this Agreement without cause after the initial term hereof, and after the thirty (30) day review period, upon ninety (90) days' prior written notice to the other party.
- B. In the event of a material breach of this Agreement, either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party, provided that such notice allows for the cure or resolution of the material breach and the material breach has not been remedied within such thirty (30) day period.
- 6.03 <u>Termination in the Event of Governmental Action:</u> If (i) any legislation, regulations, rules or procedures are duly passed, adopted or implemented by any federal, state or local government or legislative body or any private agency; or (ii) Contracted Vendor Health Agency or Chabot receives notice of any actual or threatened decision, finding or action by any governmental or private agency, court or other third party (collectively referred to herein as an "Action") which, if or when

implemented, would have the effect of (a) preventing Chabot from operating the Health Center on an economic basis; (b) revoking or jeopardizing the status of the Health Center license granted to Contracted Vendor Health Agency; (c) revoking or jeopardizing the tax exempt status of Contracted Vendor Health Agency, its properties or any of its tax-exempt obligations, or imposing any unrelated business income tax on Contracted Vendor Health Agency; or (d) subjecting Chabot to civil or criminal prosecution, or other adverse proceedings; on the basis of their participation herein; Chabot and Contracted Vendor Health Agency shall attempt to amend this Agreement or alter the operation of the Health Center in order to avoid the Action. If the parties hereto, acting in good faith, are unable to make amendments or alterations to meet the requirements of this agency, court or third party in question, or, alternatively, the parties determine in good faith that compliance with such requirements is impossible or infeasible, this Agreement shall be terminated.

# **ARTICLE 7. MISCELLANEOUS**

- 7.01 <u>Practice of Medicine:</u> The parties acknowledge that Contracted Vendor Health Agency shall not authorize or engage in any activity which may be construed or deemed to be outside the scope of practice of a Nurse Practitioner or Physicians' Assistant.
- 7.02 <u>Independent Contractor</u>: It is mutually understood and agreed that Chabot and Contracted Vendor Health Agency are at all times acting and performing hereunder as independent contractors. Moreover, any agent or employee of the one is not the agent or employee of the other.
  - A. Chabot shall not provide to any Contracted Vendor Health Agency employee workers' compensation insurance, unemployment insurance, pension benefits, health insurance, life insurance, or other benefits made available to Chabot employees or College District employees.
  - B. Chabot shall not withhold from amounts it pays Contracted Vendor Health Agency state and federal income taxes, social security taxes, unemployment taxes, and worker's compensation taxes or any other payroll taxes on behalf of any Contracted Vendor Health Agency employees.
  - C. Contracted Vendor Health Agency shall determine the rate of pay and all other terms and conditions of employment between Contracted Vendor Health Agency and its employees.
  - D. Contracted Vendor Health Agency shall pay its employees in accordance with and make whatever withholdings from those payments required by applicable law.
- 7.03 <u>Contracted Vendor Health Agency Indemnification of Chabot:</u> Contracted Vendor Health Agency shall indemnify, defend and hold harmless Chabot and its governing board, directors, officers, and employees from any claim, liability, loss, or expense, including reasonable attorney's fees and costs and expenses of litigation, related to:
  - A. All services rendered by Contracted Vendor Health Agency, including but not limited to those specifically set forth under Section 1.01 of this Agreement regardless of where the services are performed on Chabot property;

- B. Workers' Compensation benefits payable on account of injury to or death of any Contracted Vendor Health Agency employee;
- C. Claims for payment of wages or benefits by any Contracted Vendor Health Agency employee arising from or relating to the services performed under this Agreement.
- 7.04 <u>Chabot Indemnification of Contracted Vendor Health Agency:</u> Chabot shall indemnify, defend and hold harmless Contracted Vendor Health Agency and its governing board, directors, officers, and employees from any claim, liability, loss, or expense, including reasonable attorney's fees and costs and expenses of litigation, related to:
  - A. Claims for bodily injury, personal injury, and property damage occurring on Chabot Property, except those occurring specifically within the Health Center Space and attributable to the acts or omissions of Contracted Vendor Health Agency or its staff, asserted by third parties, based on or arising out of the use or occupancy of the Health Center Space.
- 7.05 <u>No Reciprocation:</u> The parties hereby acknowledge and agree that benefits to Chabot hereunder neither require nor are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service offered by Contracted Vendor Health Agency or any of its affiliates, to any students of Chabot or College District.
- 7.06 Access to Books and Fees; Ownership of Records: Except as prohibited by law, Chabot, or its designee, shall have reasonable access during normal business hours to financial records, including records of expenses and disbursements, as kept by Contracted Vendor Health Agency in performing its obligations under this Agreement. All the records described in this Section, including statements, reports and any other documents prepared by Contracted Vendor Health Agency in the performance of Contracted Vendor Health Agency's duties hereunder which are derived in material part from such records, shall at all times remain the property of Contracted Vendor Health Agency. All health records prepared by Contracted Vendor Health Agency –in the course of providing services under this Agreement shall be the sole and exclusive property of Contracted Vendor Health Agency.
- 7.07 <u>Assignment:</u> The parties hereby agree that this Agreement shall not be assigned or transferred by either party.
- 7.08 Attorney Fees and Costs: If either party to this Agreement brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action shall be entitled to their reasonable attorney fees and costs, to be paid by the losing party as fixed by the court. The "prevailing party" shall mean the party in whose favor a judgment, decree, or final order is rendered.
- 7.09 <u>Forum Selection:</u> Any action between the parties to this Agreement brought to enforce this Agreement or arising out of this Agreement, shall be brought in any court of competent jurisdiction located in Alameda County, State of California. If a court of competent jurisdiction is unavailable in Alameda County, then any action between the parties to this Agreement, brought to enforce this

Agreement or arising out of this Agreement, shall be brought in any court of competent jurisdiction located in the city and County of San Francisco, State of California.

- 7.10 Governing Laws: This Agreement shall be construed and governed by the laws of the State of California.
- 7.11 Notices: All notices required under this Agreement or which either party may desire to give to the other party, shall be in writing, and shall be given by addressing the notice to such other party at the addresses set forth below, and by depositing said Notice so addressed, postage prepaid, certified mail, return receipt requested in the United States mail, or by delivering the same personally to such other party or parties at the below referenced locations. Any party may change the address for the service of notice by written notice to the other party in the manner herein provided.

#### TO COLLEGE:

Chabot-Las Positas College District 7600 Dublin Blvd., 3rd Floor Dublin, CA 94568

Attention: Ron Gerhard

### TO CONTRACTED VENDOR HEALTH AGENCY:

Tiburcio Vasquez Health Center 33255 Ninth Street Union City, CA 94587 Attention:

- 7.12 <u>Waiver:</u> The failure by either party to keep or perform any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same, or of any provision, covenant, or condition. All rights and remedies herein granted or referred to are cumulative; a party's resort to one shall not preclude resort to another or any right or remedy provided by law.
- 7.13 <u>Complete Agreement:</u> This Agreement is the complete understanding of the parties regarding the subject matter herein and supersedes any prior oral or written agreements, representations, understanding, or discussions between the parties.
- 7.14 <u>Severability:</u> If any provision in this Agreement is determined by a court of competent jurisdiction to be void, illegal, invalid, or otherwise unenforceable, such provision shall have no effect upon the enforceability of the remainder of this Agreement. Unless, the provision that this determined to be void, illegal or unenforceable defeats the spirit of this Agreement.

- 7.15 <u>Modification:</u> This Agreement shall not be modified or amended except by a written document executed by both parties of this Agreement, and such written notification(s) shall be attached hereto.
- 7.16 <u>Use of Names:</u> Neither party may use the other party's name in marketing materials, publications, signs, or in any other manner in connection with or related to the Health Center without the prior written consent of the other party.
- 7.17 <u>Non-discrimination:</u> No party to this Agreement shall, on a basis of ethnic group identification, religion, age, sex, color or physical or mental disability, unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this Agreement.
- 7.18 <u>Chabot College Authority to Contract:</u> The parties agree that this Agreement is binding on all parties when it is approved by a majority of the Board of Trustees for the Chabot-Las Positas Community College District and executed by all parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

# CONTRACTED VENDOR HEALTH AGENCY

Ву:	
Title:	
Date:	-
CHABOT-LAS POSITAS COMMUNITY COLLEGE DIST	RICT
Ву:	-
Title: Vice Chancellor, Business Services	
Date:	_



# **Chabot College**

Contract Period: January 14 - December 20, 2019

	 Total	Spring	9	Summer	Fall
CONTRACT REVENUE	\$ 405,000	165,682		73,636	165,682
PERSONNEL					
Nurse Practitioner	\$ 112,750	\$ 46,125	\$	20,500	\$ 46,125
Medical Assistant	\$ 36,564	\$ 14,958	\$	6,648	\$ 14,958
Receptionist	\$ 37,843	\$ 15,481	\$	6,881	\$ 15,481
Subtotal	\$ 187,157	\$ 76,564	\$	34,029	\$ 76,564
Benefits	\$ 48,661	\$ 19,907	\$	8,847	\$ 19,907
Total Salaries/Benefits	\$ 235,818	\$ 96,471	\$	42,876	\$ 96,471
NON-PERSONNEL					
Medical Director Fees	\$ 8,133	\$ 3,327	\$	1,479	\$ 3,327
Contract Services (EHR, billing)	\$ 32,173	\$ 13,162	\$	5,850	\$ 13,162
Medical Supplies	\$ 47,129	\$ 19,280	\$	8,569	\$ 19,280
Equip Lease/Software	\$ 5,485	\$ 2,244	\$	997	\$ 2,244
Supplies (Office supplies, other supplies)	\$ 3,417	\$ 1,398	\$	621	\$ 1,398
Continuing Education	\$ 1,555	\$ 636	\$	283	\$ 636
Other expenses (licenses, others)	\$ 5,487	\$ 2,245	\$	998	\$ 2,245
Overhead	\$ 65,804	\$ 26,920	\$	11,964	\$ 26,920
Total Non-Personnel	\$ 169,182	\$ 69,211	\$	30,760	\$ 69,211
Total Operating Expenses	\$ 405,000	\$ 165,682	\$	73,636	\$ 165,682
Surplus/Deficit	\$ -	\$ -	\$	-	\$ -
Staffing - No. of FTE					
Nurse Practitioner	1.00	0.41		0.18	0.41
Medical Assistant	1.00	0.41		0.18	0.41
Receptionist	 1.00	0.41		0.18	0.41
Total hours for school year	3.00	1.23		0.55	1.23